Case 18-16423-amc Doc Filed 11/08/23 Entered 11/08/23 14:37:36 Desc Main Document Page 1 of 5

Fill in this information to identify the case:			
Debtor 1	Russell Pinnock, Sr.		
Debtor 2 (Spouse, if filing)	,		
United States I	Bankruptcy Court for the: Eastern District of Pennsylvania (Philadelphia) (State)		
Case number	18-16423		

Official Form 410S1

Notice	of Mortgage	Payment (Change	12/15		
ebtor's princ	ipal residence, you must us	e this form to give notic	tual installments on your claim secured ce of any changes in the installment pa e new payment amount is due. See Ban	yment amount. File this form		
Name of cr	editor: Bank of America, N.A	u.	Court claim no. (if known): 4			
Last 4 digits of any number you use to identify the debtor's account: XXXXXX6754			Date of payment change: Must be at least 21 days after date 12/01/2023 of this notice			
			New total payment: Principal, interest, and escrow, if any	\$ <u>800.76</u>		
Part 1: Es	crow Account Payment	Adjustment				
1. Will there	e be a change in the debtor'	s escrow account payn	nent?			
□ No						
Yes.						
	Current escrow payment:	\$ <u>301.62</u>	New escrow payment:	\$ <u>379.09</u>		
	Current escrow payment:	\$ <u>301.62</u>	New escrow payment:	\$ <u>379.09</u>		
ori 21 Mo			New escrow payment:	\$ <u>379.09</u>		
Part 2: Mo	current escrow payment: rtgage Payment Adjustn		New escrow payment:	\$ <u>379.09</u>		
2. Will the	rtgage Payment Adjustn	nent	New escrow payment:			
2. Will the variable	rtgage Payment Adjustm	nent				
2. Will the variable No	rtgage Payment Adjustm debtor's principal and intererate account? Attach a copy of the rate chan-	rest payment change b		rate on the debtor's		
2. Will the variable No	rtgage Payment Adjustm debtor's principal and intererate account? Attach a copy of the rate chan-	rest payment change b	ased on an adjustment to the interest r	rate on the debtor's		
2. Will the variable No Yes.	rtgage Payment Adjustment debtor's principal and interestate account? Attach a copy of the rate chanattached, explain why:	rest payment change beginning of the prepared in a form	ased on an adjustment to the interest r	cy law. If a notice is not		
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Case number (if known) 18-16423 Case 18-16423-amc Filed 11/08/23 Doc Document

Russell Pinnock, Sr.
First Name Middle Name Debtor 1 Last Name

Part 4:	Sign Here					
	person completing this Notice must sign it. Sign and print your name none number.	and your title, if any, and state your address and				
Check	the appropriate box:					
	☐ I am the creditor.					
☑ La	am the creditor's attorney or authorized agent.					
	an the dealtor's altorney or authorized agent.					
	are under penalty of perjury that the information provided in this claim is t ledge, information, and reasonable belief:	rue and correct to the best of my				
/s/ Ran ★ 3ignature	ndall Miller re	Date November, 2, 2023				
Print:	Randall Miller First Name Middle Name Last Name	Title <u>Agent</u>				
Compan	ny <u>Carrington Mortgage Services, LLC</u>					
Address	s 43252 Woodward Avenue, Suite180 Number Street					
	Bloomfield Hills, MI 48302 City State ZIP Code					
Contact phor	one (248) 335-9200 Email <u>bankruptcy@rsmalaw.com</u>					

(800) 561-4567 FAX: (949) 517-5220

/P1 / 680

RUSSELL A PINNOCK SR 551 ALCOTT STREET PHILADELPHIA

PA 19120

YOUR LOAN NUMBER : DATE: 09/29/23

*** ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - LAST CYCLES ESCROW ACCOUNT HISTORY ***

THIS HISTORY STATEMENT COMPARES YOUR PRIOR ANALYSIS CYCLE PROJECTED ESCROW ACTIVITY TO THE ACTUAL ESCROW ACTIVITY BEGINNING DECEMBER, 2022 AND ENDING NOVEMBER, 2023. IF YOUR LOAN WAS PAID-OFF, ASSUMED, OR TRANSFERRED DURING THIS PRIOR CYCLE, OR THE COMPUTATION YEAR IS BEING CHANGED, ACTUAL ACTIVITY STOPS AT THAT POINT. THIS STATEMENT IS INFORMATIONAL ONLY AND REQUIRES NO ACTION ON YOUR PART.

--- YOUR PAYMENT BREAKDOWN AS OF DECEMBER, 2022 IS ---

 PRIN & INTEREST
 421.67

 ESCROW PAYMENT
 274.65

 SHORTAGE PYMT
 26.99

 TOTAL
 723.29

	PAYMENTS	TO ESCROW	- PAYM	ENTS FROM ESC	CROW		ESCROW BA	LANCE -
MONTH	PRIOR PROJEC	TED ACTUAL PI	RIOR PROJECT	ED DESCRIPTION	I ACTUAL	DESCRIPTION	PRIOR PROJECT	TED ACTUAL
				START]	ING BALANCI	E ===>	2471.87	404.37-
DEC	274.64 *	850.04					2746.51	445.67
JAN	274.64 *						3021.15	445.67
FEB	274.64 *	301.62					3295.79	747.29
MAR	274.64 *	301.62	688.70 *	CITY TAX	760.09	CITY TAX	2881.73	2702.59- ALP
		0			2991.41	HOMEOWNERS		
APR	274.64 *		2607.09 *	HOMEOWNERS			549.28 TLP	2702.59-
MAY	274.64 *						823.92	2702.59-
JUN	274.64 *	603.24					1098.56	2099.35-
JUL	274.64 *						1373.20	2099.35-
AUG	274.64 *	603.24					1647.84	1496.11-
SEP	274.64	E					1922.48	1496.11-
OCT	274.64	E					2197.12	1496.11-
NOV	274.64	E					2471.76	1496.11-
TOT	3295 68	2659 76	3295 79		3751 50			

UNDER FEDERAL LAW, WHEN YOUR ACTUAL ESCROW BALANCE REACHES ITS LOWEST POINT, THAT BALANCE IS TARGETED NOT TO EXCEED 1/6TH OF THE ANNUAL PROJECTED DISBURSEMENTS. YOUR LOAN DOCUMENTS OR STATE LAW MAY SPECIFY THAT YOUR LOWEST BALANCE MUST BE A LOWER AMOUNT THAN THE FEDERAL LAW ALLOWS.

UNDER YOUR MORTGAGE CONTRACT OR STATE OR FEDERAL LAW, YOUR TARGETED LOW POINT ESCROW BALANCE (TLP) WAS \$549.28. YOUR ACTUAL LOW POINT ESCROW BALANCE (ALP) WAS \$2,702.59-.

BY COMPARING THE PROJECTED ESCROW TRANSACTIONS WITH THE ACTUAL TRANSACTIONS YOU CAN DETERMINE WHERE A DIFFERENCE MAY HAVE OCCURRED. AN ASTERISK (*) INDICATES A DIFFERENCE IN EITHER THE AMOUNT OR DATE OF THE PROJECTED ACTIVITY AND THE ACTUAL ACTIVITY. THE LETTER "E" BESIDE AN AMOUNT INDICATES THAT THE PROJECTED ACTIVITY HAS NOT YET OCCURRED DUE TO THE DATE OF THIS STATEMENT.

IF THERE ARE NO PRIOR PAYMENTS TO OR FROM ESCROW SHOWN, THERE WAS NO PRIOR PROJECTION TO WHICH THE ACTUAL ACTIVITY COULD BE COMPARED.

Your projected escrow balance consists of the following detail (an * next to an amount indicates this is a total that represents more than one payment to or disbursement from escrow):

Escrow payments up to escrow analysis effective date:

09/22 \$246.80 10/22 \$246.80 11/22 \$246.80

*** ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT - PROJECTIONS ***

PLEASE REVIEW THIS STATEMENT CLOSELY - YOUR MORTGAGE PAYMENT MAY BE AFFECTED. THIS STATEMENT TELLS YOU OF ANY CHANGES IN YOUR MORTGAGE PAYMENT, ANY SURPLUS REFUNDS, OR ANY SHORTAGE OR DEFICIENCY THAT YOU MUST PAY. IT ALSO SHOWS YOU THE PROJECTED ESCROW ACTIVITY FOR YOUR ESCROW CYCLE BEGINNING DECEMBER, 2023 AND ENDING NOVEMBER, 2024.

------ PROJECTED PAYMENTS FROM ESCROW - DECEMBER, 2023 THROUGH NOVEMBER, 2024 ------

HOMEOWNERS INSU 2,991.41 760.09

TOTAL 3,751.50

PERIODIC PAYMENT TO ESCROW 312.62 (1/12 OF "TOTAL FROM ESCROW")

MONTH	TO ESCROW	FROM ESCROW	DESCRIPTION	PROJECTED	REQUIRED
		ACTUAL STARTIN	NG BALANCE = = = >	2,016.00	2,813.64
DEC,23	312.62			2,328.62	3,126.26
JAN,24	312.62			2,641.24	3,438.88
FEB,24	312.62			2,953.86	3,751.50
MAR,24	312.62	760.09	CITY TAX	2,506.39	3,304.03
APR,24	312.62	2,991.41	HOMEOWNERS INSU	172.40- ALP	625.24 RLP
MAY,24	312.62			140.22	937.86
JUN,24	312.62			452.84	1,250.48
JUL,24	312.62			765.46	1,563.10
AUG,24	312.62			1,078.08	1,875.72
SEP,24	312.62			1,390.70	2,188.34
OCT,24	312.62			1,703.32	2,500.96
NOV,24	312.62			2,015.94	2,813.58

------- DETERMINING THE SUFFICIENCY OF YOUR ESCROW BALANCE -------

IF THE PROJECTED LOW POINT BALANCE (ALP) IS LESS THAN THE REQUIRED LOW POINT BALANCE (RLP), THEN THERE IS AN ESCROW SHORTAGE....

THE ESCROW SHORTAGE IS.... 797.64- *

 * THIS SHORTAGE THAT WILL BECOME PART OF YOUR MONTHLY PAYMENT WILL BE COLLECTED FOR A PERIOD OF 12 MONTHS FROM December 1, 2023.

AT THE TIME OF YOUR BANKRUPTCY FILING, YOUR ESCROW SHORTAGE INCLUDED IN THE POC (PROOF OF CLAIM) IS \$2,305.63.

------ CALCULATIONS OF YOUR NEW PAYMENT AMOUNT -------

PRIN & INTEREST 421.67 * ESCROW PAYMENT 312.62 SHORTAGE PYMT 66.47

BORROWER PAYMENT STARTING WITH THE PAYMENT DUE 12/01/23 ==> 800.76

IF YOUR LOAN IS AN ADJUSTABLE RATE MORTGAGE, THE PRINCIPAL & INTEREST PORTION OF YOUR PAYMENT MAY CHANGE WITHIN THIS CYCLE IN ACCORDANCE WITH YOUR LOAN DOCUMENTS.

YOUR ESCROW BALANCE MAY CONTAIN A CUSHION. A CUSHION IS AN AMOUNT OF MONEY HELD IN YOUR ESCROW ACCOUNT TO PREVENT YOUR ESCROW BALANCE FROM BEING OVERDRAWN WHEN INCREASES IN THE DISBURSEMENTS OCCUR. FEDERAL LAW AUTHORIZES A MAXIMUM ESCROW CUSHION NOT TO EXCEED 1/6TH OF THE TOTAL ANNUAL PROJECTED ESCROW DISBURSEMENTS MADE DURING THE ABOVE CYCLE. THIS AMOUNT IS \$549.29. YOUR LOAN DOCUMENTS OR STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW MAY REQUIRE A LESSER CUSHION. YOUR MORTGAGE CONTRACT AND STATE LAW ARE SILENT ON THIS ISSUE. WHEN YOUR ESCROW BALANCE REACHES ITS LOWEST POINT DURING THE ABOVE CYCLE, THAT BALANCE IS TARGETED TO BE YOUR CUSHION AMOUNT.

YOUR PROJECTED ESCROW BALANCE CONSISTS OF THE FOLLOWING DETAIL (AN * NEXT TO AN AMOUNT INDICATES THIS IS A TOTAL THAT REPRESENTS MORE THAN ONE PAYMENT TO OR DISBURSEMENT FROM ESCROW):

Escrow payments up to escrow analysis effective date:

10/23 09/23 \$301.62 \$603.24* \$301.62

-VERBAL INQUIRIES & COMPLAINTS-

-VERBAL INQUINIES & COMPLAINIO-For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at https://carringtonmortgage.com/.

-IMPORTANT BANKRUPTCY NOTICE-

-IMPCHIANI BANKRUPICY NOTICEIf you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

-CREDIT REPORTING AND DIRECT DISPUTES-

-CREDIT REPORTING AND DIRECT DISPUTESWe may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. If you have concerns regarding the accuracy of any information contained in a consumer report pertaining to this account, you may send a direct dispute to Carrington Mortgage Services, LLC by fax to 800-486-5134 or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence.

-MINI MIRANDA-

-MINI MIRANDA-This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

-HUD COUNSELOR INFORMATION-

If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

-EQUAL CREDIT OPPORTUNITY ACT NOTICE-

-EQUAL CREDIT OPPORTUNITY ACT NOTICEThe Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers Carrington Mortgage Services, LLC's compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

-SCRA DISCLOSURE-

**MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers civil Relief Act and comparable state laws afford significant protections and benefits to eliqible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at 1-888-267-5474.

-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at https://carringtonmortgage.com/

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF PENNSYLVANIA (PHILADELPHIA)

In Re: Case No: 18-16423 - Chapter: 13

Judge: Magdeline D. Coleman

Russell Pinnock, Sr.,

Debtor

CERTIFICATE OF SERVICE

The undersigned states that on November 8, 2023, copies of the **Notice of Mortgage Payment Change** were served upon the following parties via first class mail, with proper postage affixed thereto the Debtors and via the Court's CM-ECF electronic filing system to the Debtor's Attorney and Chapter 13 Trustee.

Russell Pinnock, Sr. 551 Alcott Street Philadelphia, PA 19120 Debtor's Attorney Brad J Sadek 1500 JFK Boulevard Ste 220 Philadelphia, PA 19102 Chapter 13 Trustee Kenneth E. West 1234 Market Street Suite 1813

Philadelphia, PA 19107

U.S. Trustee Office of the U.S. Trustee Robert N.C. Nix Federal Building 900 Market Street Suite 320 Philadelphia, PA 19107

The above is true to the best of my information, knowledge and belief.

Signed: /s/ Randall Miller

Randall Miller

43252 Woodward Avenue, Suite 180

Bloomfield Hills, MI 48302 Telephone (248) 335-9200